



## Addendum to the Indiana Health Coverage Programs/Medicaid Provider Agreement

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This is an addendum to the Indiana Health Coverage Programs/Medicaid (IHCP/Medicaid) Provider Agreement ("the Agreement"). All other matters previously agreed to and set forth in the Agreement, and not affected by this addendum, shall remain in full force and effect.

By execution of this addendum to the IHCP/Medicaid Provider Agreement, the undersigned physician requests enrollment as a Primary Medical Provider (PMP) in the *Medicaid Select* Primary Care Case Management (PCCM) provider network.

### Enrollment Requirements

1. The provider is a physician in the field of General Practice, Family Practice, General Pediatrics, General Internal Medicine or Obstetrics/Gynecology and operates a primary care mode of practice OR a physician in any specialty who agrees to the responsibilities and requirements of a *Medicaid Select* PMP.
2. For group practices and clinics, the qualified physician(s) agrees to act as the primary care provider(s) for each member assigned to them. It is preferred that each physician in a group or clinic enroll as a PMP in the *Medicaid Select* managed care program. However, not all physicians in the group have to enroll as PMPs for other group members to participate in the program.
3. The PMP agrees to submit, as a prerequisite to the effectiveness of this addendum, the information set out in the PMP Enrollment Form (Exhibit A).
4. The PMP shall update any changes in the information listed in the Enrollment Form of this addendum at least 30 days prior to the effective date of the changes. The most recent copy of the addendum and Enrollment Form submitted by the PMP shall supersede (unless noted to the contrary) the current addendum and Enrollment Form as applicable.
5. The PMP must also notify IHCP Provider Enrollment of all provider file changes, using the appropriate group or provider number.
6. Each PMP must designate a panel size on the Enrollment Form, i.e., the number of *Medicaid Select* managed care members he/she is willing to accept. This panel size designation may range from 50 to 1,000 members, unless otherwise approved by the Office of Medicaid Policy and Planning (OMPP).

### General Responsibilities of the Provider

7. The provider's PMP activities will be governed by the guidelines and policies of the *Medicaid Select* Manual, as amended from time to time, as well as all PMP bulletins and notices. This includes, but is not limited to, full participation and cooperation with the *Medicaid Select* managed care quality improvement and utilization management requirements as outlined in the *Medicaid Select* Manual. Adherence to these requirements shall be binding upon receipt of this addendum. Any amendments to the *Medicaid Select* Manual, as well as provider bulletins and notices, communicated to the PMP shall be binding upon receipt.

Receipt of amendments, bulletins, and notices by the PMP shall be presumed when mailed to the PMP's current "mail to" address on file with the OMPP or its fiscal agent.

8. The provider agrees to be listed as a PMP in the *Medicaid Select* provider listing.
9. Hospital Privileges. The PMP shall have admitting privileges at a local accredited hospital. PMPs without such privileges must make arrangements for admissions with a physician of similar specialty who does have admitting privileges. These arrangements must be documented in writing and are subject to approval of the *Medicaid Select* managed care program. PMPs who provide prenatal services must also have delivery privileges. PMPs who withdraw from or lose their hospital admitting or delivery privileges must notify the *Medicaid Select* managed care program within seven (7) days.
10. Non-Emergency Admissions. Non-emergency inpatient admissions are covered only if approved by the PMP. The PMP shall not refuse to approve any appropriate, medically necessary inpatient admissions.
11. Multiple Office Locations. A physician may select two office locations at which he/she will serve as a PMP, i.e., accept assignments to his/her practice panel. However, physicians are not restricted as to where they can provide medical care. The provider must be enrolled in IHCP at the service location he/she chooses as his/her location site(s).
12. Minimum Office Hours. A PMP in private practice must be available to see patients for a minimum of 20 hours per week, 3 days per week. A PMP with two locations may meet this minimum requirement between both locations. In group practice or clinic settings, one or more appropriate on-site physicians of the same scope of practice may meet this minimum requirement.
13. 24-Hour Availability. The PMP must provide reasonable and adequate hours of operation, including 24-hour availability of information, referral, and treatment for emergency medical conditions. The PMP agrees to be available 24 hours per day, seven days per week, via telephone to a live voice or a paging system. The live voice must be the PMP, an employee or designee of the PMP, or an answering service. The pager system must immediately page an on-call medical professional and the on-call professional shall respond to the page within one hour of being paged.
14. The PMP will, from time to time and with reasonable notice, permit and make arrangements for the OMPP or its contractors to review medical records of *Medicaid Select* members for quality of care studies.
15. The PMP agrees to participate in access to care monitoring audits.
16. The PMP agrees to have specific written policies allowing members to receive information on available treatment options or alternative courses of care, regardless of whether or not the benefits are covered by the *Medicaid Select* program.
17. The PMP may not discriminate in enrollment, disenrollment and re-enrollment based on the member's age, sex, race, national origin, physical or mental handicap, health status or need for health services, diminished mental capacity, or uncooperative or disruptive behavior resulting from his or her special needs except when continued enrollment with the PMP seriously impairs the PMP's ability to furnish services to this particular member or other members or when that illness or condition can be better treated by another provider type.
18. Nondiscrimination. The PMP agrees to provide *Medicaid Select* covered services to members in the same manner as services are provided to all other patients, that is, according to the severity of medical need and availability of personnel, equipment, and/or necessary facilities. Members shall not be discriminated against on the basis of race, color, national origin, ancestry, disability, age, sex, religion, health status, income level, or on the basis that they are members of *Medicaid Select*.

19. The PMP agrees to accept members as assigned by the *Medicaid Select* managed care program, except as modified herein, up to the limit specified by the PMP on the Enrollment Form. A patient/physician relationship for this program is initiated by a member's selection of a PMP or assignment by the program if the member fails to choose. PMPs cannot designate their practice as open to his/her current patients only.
20. Once the PMP's panel size has reached the designated limit, the PMP will not be assigned members by default. The PMP understands that the actual number of members on the panel roster may exceed the designated limit, under the following circumstances:
  - a. if the member had a previous relationship with the PMP;
  - b. if a family member with the same Case ID number is already assigned to the PMP; or
  - c. if the PMP requests, in accordance with the procedure outlined in the *Medicaid Select* Manual, that the member be added to his/her panel, and such request is approved by the program.
21. A physician who has reason to believe that a child under eighteen years of age is a victim of child abuse or neglect shall make a report to the local child protection service or local law enforcement agency as required by Indiana law (I.C. 31-33-5-1). If the reporting physician is part of a public or private facility or agency, then that person must also notify the individual in charge of the public or private facility or agency of the report (I.C. 31-33-5-2). Failure to comply with these provisions is a Class B Misdemeanor (I.C. 31-33-22-1).
22. PMPs will maintain a comprehensive medical record for each patient enrolled in the *Medicaid Select* program in accordance with 405 IAC 1-5-1. The PMP shall retain all records relating to the provision of services under this addendum for at least 3 years from the date of creation.
23. The PMP will transfer, at no cost to the member, a summary or copy of the member's medical records to another PMP or to a contracted *Medicaid Select* MCO if the member is reassigned, or to the OMPP or its designee upon request.
24. The PMP must have specific written policies and procedures to allow members to have access to his or her medical records in accordance with applicable Federal and State laws.

### **Delivery of Services**

25. The provider agrees to function in the role of PMP, as an authorized provider for the *Medicaid Select* managed care program's Primary Care Case Management provider network. In this role, the PMP will provide, or will arrange for the provision of, routine comprehensive preventive services, medically necessary primary care treatment and urgent care services, in keeping with the universally accepted standards as defined by Paragraph 29 of this addendum.
26. In particular, the PMP will provide or authorize the following services:
  - a. physician services
  - b. hospital inpatient and outpatient services
  - c. ancillary services including but not limited to: laboratory and radiology; orthotics/prosthetics; HealthWatch/EPSTD; audiology; and durable medical equipment and supplies specified in the *Medicaid Select* Manual and any Provider bulletins amending the *Medicaid Select* Manual.
27. The PMP agrees to provide, on a timely basis, patient management services in accordance with the *Medicaid Select* Manual.
28. HealthWatch/EPSTD Services. The PMP will promote and provide HealthWatch services for members under age 21 or refer members to other appropriate providers, in accordance with the IHCP EPSTD/HealthWatch Provider Manual.

29. Adherence to Universally Accepted Standards. The PMP agrees to adhere to universally accepted standards or periodicity schedules, of preventive care for pregnant women, infants, children, adolescents and adults. These standards or periodicity schedules are endorsed by the Academy of Family Physicians, the American Academy of Pediatrics, the American College of Obstetrics and Gynecology, and the American Society of Internal Medicine, as listed in the *Medicaid Select Manual*.
30. Advance Directives. The PMP must comply with requirements of Federal and State law with respect to advance directives.

## Referrals

31. The PMP must make arrangements with or referrals to appropriate physicians and other practitioners to ensure that services are furnished to members promptly and without compromise to quality of care.
32. The PMP may refer a member under his/her care to another IHCP participating provider for any medically necessary service. Referrals may be given in writing or by telephone. Referrals must include the PMP's IHCP provider identification number and current certification code. Referrals must be documented in the medical record by the PMP. The PMP must specify which services are covered by the referral and may cover one or multiple visits to complete a plan of care. An optional sample referral form is included in the *Medicaid Select Manual*.
33. Health care providers receiving a referral must include the PMP's certification code and IHCP provider number on all claim forms in order to receive reimbursement for services provided. Therefore, referrals must be renewed, if necessary, by the PMP every calendar quarter.
34. The PMP shall refer a member to a designated specialist if the member is already an established patient of that physician, and the physician is an IHCP provider.
35. If, at the time of assignment, a member has an established relationship with another provider from whom the member requires immediate medical attention, the PMP shall make a referral to that provider in order to maintain continuity of care for the member. Examples of this situation include members who enroll in *Medicaid Select* during late stages of pregnancy or have previously scheduled surgery with a physician other than the PMP.
36. The PMP shall make a referral for a second opinion if requested by the member. This referral shall apply only to the consultation. Any subsequent treatment by the second opinion provider, if necessary, shall require a separate referral.
37. The following services do not require PMP authorization or a referral:
- a. Emergency services, as defined in the *Medicaid Select Manual*
  - b. Eye Care (except eye surgical services)
  - c. Family Planning Services
  - d. Dental Care
  - e. Chiropractic Care
  - f. Pharmacy
  - g. HIV/AIDS Targeted Case Management Services
  - h. Podiatry Services
  - i. Behavioral Health Care, including mental health, substance abuse and chemical dependency services, provided by behavioral health provider specialty
  - j. Disease/Case Management Services.

The above list may be amended in the future via provider bulletins.

## Miscellaneous Provisions

38. The provider agrees to provide PMP services for each *Medicaid Select* member listed on the panel roster, unless the PMP can demonstrate just cause for terminating these responsibilities and requests that a member be assigned to another PMP. If a PMP wishes to terminate these responsibilities for a specific member, he/she must continue to perform PMP functions for the assigned member for up to 45 days or until the member has been linked to another PMP, whichever comes first. The PMP must notify the member of his/her intention to request removal of the member from his/her caseload prior to submitting the request to the *Medicaid Select* program. The PMP shall forward any correspondence requesting the removal of a member from his/her panel to the program, in accordance with the *Medicaid Select* Manual. Requests will be considered for the following reasons only:
- Missed appointments
  - Member fraud
  - Threatening, abusive or hostile behavior
  - Medical needs better met by another PMP
  - Breakdown of the physician/patient relationship
  - Member accessing care from another provider
  - Previously approved reassignment
  - OB reassignments
- For further information, please see the *Medicaid Select* Manual.
39. *Medicaid Select* members may request a PMP change at any time. If a change is approved by the program, the current PMP must continue to perform PMP functions for the assigned member for up to 45 days or until the member has been linked to another PMP, whichever comes first.
40. PMPs enrolled in the *Medicaid Select* PCCM network will receive a four-dollar (\$4) monthly administration fee for each member on the panel roster. Reimbursement for services provided will follow the IHCP fee schedule. Administration fees will not be paid for any month during which the PMP's license lapsed or was terminated for all or part of that month.
41. Reimbursement under this agreement shall immediately terminate with or without notice upon:
- a. the death or retirement of the PMP,
  - b. the sale of the PMP's practice; or
  - c. the termination of the PMP from participation in the IHCP Program.
42. The PMP shall notify the *Medicaid Select* Program if he/she is sued or receives any contact from a member/patient or his/her attorney or other representative about a possible lawsuit arising from the provision of services under this addendum.
43. The PMP authorizes the OMPP to intervene, at the OMPP's discretion, in any litigation arising from the provision of services under this addendum.
44. This addendum, including the rights, benefits or duties hereunder shall not be assigned in whole or in part either directly or indirectly by either party, unless documented in writing and agreed upon by both parties.
45. This addendum contains all the terms and conditions pertaining to the *Medicaid Select* Primary Care Case Management program agreed upon by the parties. All other matters previously agreed to and set forth in the Agreement, and not affected by this addendum, shall remain in full force and effect. Where the terms of the addendum and the Agreement conflict, the terms of the addendum shall supersede those of the Agreement.
46. If any provision of this addendum is declared or found to be illegal, unenforceable, invalid or void, then both parties shall be relieved of all obligations arising under such provision; each provision not so affected shall be enforced to the fullest extent permitted by law.

47. Inconsistency or Ambiguity. Any inconsistency or ambiguity in this addendum shall be resolved by giving precedence in the following order:
- the express terms of this addendum;
  - the *Medicaid Select* Manual;
  - the IHCP/Medicaid Provider Agreement;
  - the IHCP/Medicaid Manual;
  - any other document, standards, laws, rules or regulations incorporated by reference in the above materials, all of which are hereby incorporated by reference.

## Sanctions

48. At the option of the OMPP and after appropriate review, OMPP may sanction any PMP who
- Fails substantially to provide medically necessary services that the PMP is required to provide, under law or under its agreement with the OMPP, to a member enrolled on his/her panel.
  - Imposes on members any co-pays or charges that are in excess of allowable co-pays or charges permitted under the program.
  - Acts to discriminate among members on the basis of their health status or need for health care services.
  - Misrepresents or falsifies information submitted to the OMPP or CMS.
  - Misrepresents or falsifies information that he/she furnishes to a member, potential member or health care provider.
  - Distributes, directly or indirectly, any marketing materials or information that has not been approved by the OMPP or that contains false or misleading information.
  - Violates any applicable requirements of federal or state laws, rules or regulations.

Sanctions may include, but are not limited to, panel size limitations, case management fee withdrawal, civil monetary penalties or termination of the addendum, as well as termination of the Medicaid/CHIP Provider Agreement. Prior to imposing sanctions, the OMPP will provide written notification about the basis and nature of the sanctions as well as any due process protections that the OMPP provides. Sanctions are further addressed in the *Medicaid Select* Manual.

## Term and Termination

49. This addendum shall be effective upon approval of the *Medicaid Select* Program. The OMPP or its agent will inform the PMP of this approval in writing.
50. This addendum will expire concurrent with any termination or expiration of the Agreement. This addendum may also be terminated as follows:
- By the OMPP for the PMP's breach of any provision of this addendum as determined by OMPP, or
  - By the OMPP upon 60 days written notice.
51. In the event the PMP desires to terminate his/her participation in the *Medicaid Select* PCCM delivery system or in the IHCP program, the PMP shall provide sixty (60) days advance written notification including his/her reasons for seeking disenrollment to the OMPP or its agent. Within thirty (30) days, the OMPP or its agent shall provide written confirmation of the PMP's request. The disenrollment shall be effective forty-five (45) days from the date of confirmation. Termination effective dates shall not be granted retroactively.
- The PMP shall notify each *Medicaid Select* member under his/her care of the PMP's decision after confirmation from the OMPP and prior to the effective date of said termination. This notification must be made individually and in writing to members prior to the effective date of termination. The PMP

- must provide a copy of the notification and a list of members who received said notification to *Medicaid Select* PCCM within forty-five (45) days of the date disenrollment is confirmed.
- b. In order to ensure continuity of care for members affected by the PMP's termination from *Medicaid Select* PCCM, whether that termination is initiated by the PMP or the OMPP, or its agent, the PMP will continue to comply with all of the terms of this addendum and Agreement until the effective date of termination.
  - c. The OMPP or its agent shall facilitate the transfer of *Medicaid Select* managed care members enrolled with the PMP to new PMPs in an expeditious manner. In no event shall any *Medicaid Select* member remain assigned to the PMP after the effective date of the termination.
  - d. The OMPP shall continue payment of monthly case management fees for each *Medicaid Select* managed care member who continues to be assigned to the PMP up to the effective date of the termination, or until all *Medicaid Select* managed care members are reassigned, whichever comes first.
52. Termination of the *Medicaid Select* managed care program will result in the termination of this addendum. Termination of the *Medicaid Select* PCCM program in the county or counties served by the PMP will also result in the termination of this addendum for the county or counties where the *Medicaid Select* PCCM program is terminated. Termination under this paragraph may be communicated to the PMP through a provider bulletin or notice, and will be effective forty-five (45) days after the date of the bulletin or notice, unless a later effective date is announced in the bulletin or notice.
53. Notwithstanding any other provision herein, this addendum shall become effective only upon the PMP's completion of the IHCP provider enrollment process and a determination by the OMPP or its designee that the PMP meets all of the requirements for participation in the *Medicaid Select* managed care provider network. In the event that this condition precedent is not met, this addendum shall be null and void.

The undersigned, being the provider, or having the specific authority to bind the provider to the terms of this agreement, and having read this agreement and understanding it in its entirety, hereby agrees, both individually and on behalf of the provider as a business entity, to abide by and comply with all the stipulations, conditions, and terms set forth herein.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
PMP's Full Name (Typed or Printed)

\_\_\_\_\_  
PMP's Practice Name (If Different)

\_\_\_\_\_  
County